



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 05RRFP11124YB**

## **Food Management Services**

**For**

**The Fulton County Jail**

**BID DUE TIME AND DATE: 11:00 A.M. March 22, 2006  
PRE-PROPOSAL CONFERENCE: 11:00 A.M. March 9, 2006  
PURCHASING CONTACT: Malcolm Tyson at (404)-730-5811  
E-MAIL: [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## SECTION 1 INTRODUCTION

### 1.1 OVERVIEW

Fulton County Sheriff's Office is soliciting proposals from qualified vendors to provide food management services for the Fulton County Jail, which includes nutritionally complete meals that meet the American Correctional Association guidelines, operational staffing and support, procurement of all goods to provide food service and operation and care of all Fulton County government furnished equipment (FCGFE). Food Service management includes, but is not limited to the furnishing of all food, food preparation equipment, production equipment, storage equipment, all labor, food service and transport equipment, beverages, materials, paper supplies, and chemicals necessary to provide foods service for the inmates and staff at the Fulton County Sheriff's Office Jail Facilities.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award The Provision of Food Management Services to the Fulton County Jail contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 Downloading the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

### 1.3 PRE-PROPOSAL CONFERENCE AND MANDATORY WALK-THROUGH

The County will hold a Pre-Proposal Conference, on Thursday, March 9th at 11:00 A.M. at the Fulton County Jail located at 901 Rice Street Atlanta Georgia 30308(for directions, call 404-853-2127 or 404-853-2471). Attendance at the Pre-Proposal Conference is **voluntary** for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. After the Pre-Proposal conference, at 11:30 A.M., there will be a **mandatory** walk-through of the kitchen and one floor of the housing unit. Attending the walk-through is **mandatory** for all vendors wishing to submit a proposal. Any vendor who submits a proposal and did not attend the walk through will be deemed non-responsive and that vendor's proposal will not be considered.

#### **1.4 PROPOSAL DUE DATE**

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or **before Wednesday, March 22, 2006 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

#### **1.5 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

#### **1.6 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person:

Malcolm Tyson, Assistant Purchasing Agent

130 Peachtree St., Suite 1168

Atlanta GA. 30303

Phone # 404-730-5811

Fax # 404-335-5808

E-mail - malcolm.tyson@co.fulton.ga.us.

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CONTRACT DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing for vendors to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

each bond a certified and effectively dated copy of their power of attorney.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Thursday, March 9, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing  
Attn: Malcolm Tyson  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303**

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**Email: [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us)  
Ph# 404-730-5811 Fax#-404-335-5808**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The initial term of the contract shall be for twelve (12) consecutive months, with two (2), one (1) year renewal options.

## **2.6 REQUIRED SUBMITTALS**

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Certification of Acceptance of Proposal Requirements
  - Non-Collusion Affidavit of Prime Offeror
  - Non-Collusion Affidavit of Subcontractor
  - Certificate of Acceptance
  - Disclosure Form and Questionnaire



- Insurance and Risk Management Provisions
- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination
  - Exhibit B - Employment Report
  - Exhibit C - Schedule of Intended Subcontractor Utilization
  - Exhibit D - Letter of Intent to Perform As a Subcontractor
  - Exhibit E - Declaration Regarding subcontractor Practices
  - Exhibit F - Joint Venture Disclosure Affidavit
  - Equal Business Opportunity (EBO) Plan
- Bond Requirements
  - Performance Bond
  - Payment Bond

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Sheriff's Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an

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independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.6 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

#### **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

#### **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

#### **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

#### **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Purchasing Department, Respondent's may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

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**General Requirements****REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:  
  
Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Sheriff's Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

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12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
  13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
  14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
  15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
  16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror



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has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage

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for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

#### **3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than Wednesday, **March 22, 2006 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 05RRFP11124YB  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:  
**REQUEST FOR PROPOSALS RFP# 05RFP11124YB  
The Provision of Food Service  
To the Fulton County Jail  
[Technical or Cost Proposal]  
Proposer's Name and Address**

### 3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

## 3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## 3.3 SCOPE OF WORK

### A. FOOD SERVICE REQUIREMENTS

1. The vendor shall submit cost proposals for two (2) hot meals per day and one (1) cold meal per day, based upon a vendor-proposed four (4) week menu incorporating specifications from this RFP. Meals will be served seven (7) days per week for the staff, inmates and visitors. Trustees shall receive double portion trays. There are approximately **one hundred fifty (150)** trustees served per day.
2. The vendor shall submit four (4), seven (7) day period menus. Each menu must be based on specifications found in this RFP, as indicated in **# 13, 14a-f, 15 and 16 of this section.**
3. There shall be no more than twelve (12) hours between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and Sheriff's Department Jail Administration.
4. Food service will be required 365 days per year (366 in leap year) three (3) times per day during the hours specified by the Sheriff or his designee.

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5. Food and food service will meet all applicable guidelines as specified in this RFP. It shall be the responsibility of the vendor to receive and maintain required certifications in accordance with Fulton County Government, the State of Georgia, Federal Guide lines, the American Corrections Association and the National Commission on Correctional Health Care.
  6. All meals/menus shall be changed and approved by a registered dietician every six (6) weeks. **The vendor must provide a medical dietician on an as required basis.** These services shall be provided to the jail administration at no additional cost to the County.
  7. The vendor shall warrant that all meals will be served in a manner that makes them nutritious, wholesome, palatable and visibly pleasing. The meals will be served to the inmates on insulated trays. **Hot foods will be served to arrive to the inmate at a minimum of 140° and cold foods to arrive to the inmate at a maximum of 45°.** The vendor's compliance or non-compliance with this provision shall be solely determined by the Sheriff or designee.
  8. The vendor shall prepare all meals in compliance with recipes established in the current series of Armed Forces Recipe Service Cards as amended. In the event that these recipes do not cover the menu item, the vendor and the Sheriff or designee will mutually agree upon a recipe. Individual recipes may be substituted with the written consent of the Sheriff or designee only.
  9. The vendor shall provide, at no additional cost, meals conforming to medically prescribed diets, liquid nutritional supplements, including snacks when prescribed, and meals conforming to special religious requirements.
  10. Fulton County shall only provide approximately 4,000 insulated trays with covers; the vendor shall be responsible for purchasing replacement trays when the loss or damage results from vendor's employee negligence.
  11. *THE VENDOR SHALL PROVIDE ALL OR ANY EQUIPMENT IN ADDITION TO THE FOLLOWING NECESSARY IN THE PERFORMANCE OF THE REQUIREMENTS CONTAINED WITHIN THIS DOCUMENT:*
    - a. Insulated trays with covers such as the existing Tivoli III stock or equivalent
    - b. Tray drying racks, model J70 or equivalent.
    - c. Meal delivery cart with 5.0-gallon beverage container, Tivoli III or equivalent.

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- d. Twelve (12) foot conveyor to accommodate Tivoli III hot trays.
  - e. Three (3) EZ-bagger model 1400
  - f. Five (5) Dayton floor fans 3c674c
  - g. Two (2) Hobart slicers 1712e1612
  - h. Two (2) DBL stacked ovens 9601ch0082/85, Garland 9601cj0086/87
  - i. Two (2) Grogen gas kettles AH 160
  - j. One (1) tilt gas skillet, Grogen hfp24
  - k. Three (3) steam tables with five (5) well EP305m
  - l. One (1) steam table four (4) well Seco Matic DME 4 van
  - m. One (1) yogurt machine Saniserv
  - n. Two (2) microwave ovens
  - o. Ten Thousand (10,000) coffee mugs / Jones zylon
  - p. One Thousand (1000) trays / Aladdin
  - q. One (1) Soup pot pc7
  - r. Two Hundred eighty (280) wash racks Rayburn
  - s. Thirty (30) waste well dollies
  - t. One (1) WWD-100
  - u. One (1) hot dog cook/warm American Permanent ware / PRZA
12. The vendor shall provide, to those inmates at court and bindovers, a meal consisting of at minimum: two (2 each) sandwiches, fruit, and drink per inmate.
13. All meals must be freshly prepared on-site. It is specifically understood that NO pre-cooked casseroles or other pre-cooked items shall be used for entrees and no outdated products, frozen fruit or frozen shipped products, egg substitutes, raw meat or fillers such as soybeans will be used by the vendor, with the exception of USDA COMMODITY PROVISIONS.
14. The vendor will be expected to use the following food products as required to maintain a high quality meal to the jail's inmates, they are as follows:
- a. Ground beef, cube steak, luncheon meats and some chicken and fish products.
  - b. Frozen concentrate juices, 100% juice content.
  - c. Fresh or frozen potato products.
  - d. Canned vegetables when fresh are not available.
  - e. Fresh or frozen scrambled eggs.
  - f. Frozen desserts such as ice cream, pies, cakes, etc.

15. **Vendor shall not serve pork in the inmate meals.** (There is a substantial percentage of the inmate population with religious prohibitions regarding pork.) However, it can be used in meals served in the Staff Dining Room at infrequent intervals.
16. The vendor shall include in the proposal the serving of special holiday meals at contract prices, identifying holidays and indicating the proposed menus. A minimum of five (5) Holiday/Spirit Lifter meals shall be provided annually. These will include the Easter, Thanksgiving, Christmas and New Year holiday, with approximately ten (10) others scheduled for staff at the discretion of the Sheriff or his or her designee.
17. The staff meals are to include, in addition to the menu served to the inmates, the following:
  - a. One (1) additional hot meat and vegetable.
  - b. A self-service salad bar with a variety of condiments. This will include, but is not limited to, low-fat cottage cheese, tuna/chicken salad, fresh fruits, puddings, pickles, bean sprouts, bean salad, etc.
  - c. A selection of desserts such as pies, layer cakes, puddings, frozen yogurt and frozen confections.
  - d. An assortment of beverages, including soft drinks whole and skim milk, fruit punch, iced and hot tea and coffee.
  - e. Miscellaneous items such as ketchup, mustard, mayonnaise, salt, pepper, sugar and cream.
18. Vendor will be required to maintain a minimum food inventory level of five (5) days. Onsite storage will be provided, off-site storage, if required, will be provided at the vendor's expense.
19. Inmates will not be allowed to work in the food preparation area, except as a participant in the Jail Inmate Jobs/Culinary Arts Program, and supervised by a food service supervisor. **Otherwise, inmates will only be allowed to work washing pots and pans, general cleaning duties, warehousing, and storage areas.** Vendor must provide its own civilian staff to operate and maintain the kitchen facility, dishwasher, and the staff dining room.
20. The vendor shall provide industry standard food service uniforms for all employees. Staff uniforms must be approved by the County prior to their being used and/or issued.

21. The vendor must seek County approval before any change of uniform design, colors, issued items, etc.
22. Food service staff will not be allowed to bring personal items (handbags, storage bags, boxes, packages, etc.) into the facility as they enter the building. Public lockers are available for such items to be stored during the workday.
23. The vendor shall purchase and provide a **separate invoice** for coffee and supplies used by the Sheriff's Office administration and staff, and the jail administration and staff.
24. The vendor agrees to provide catered special event meals, designated by the Sheriff or his/her designee, with a minimum forty-eight (48) hour notice. Special event meals will be added to the weekly meal count and billed as additional meals **at the contract rate**.
25. The vendor is to provide and maintain a meal ticket system for guests. This system must be mutually agreed upon by the Sheriff or his/her designee and the vendor.
26. Vendor shall make allowances for those inmates involved in trials and/or bond hearings and the additional inmates processed after the evening meal. All inmates booked-in after the evening meal has been served must be provided meals; this includes the time period from the evening meal until breakfast the following morning.

**B. OTHER REQUIREMENTS**

1. Vendor shall provide at no additional cost to the Sheriff's Office all consumable supplies, including paper products, Styrofoam products and cleaning supplies, which are required for service operation.
2. Vendor shall be responsible for complete cleaning, housekeeping and vector control of the food service preparation areas, including staff dining room and storage areas. The vendor will on a continuing basis, maintain standards of sanitation required by state and local regulations. The vendor will place all trash and garbage in trash bin located in the designated area. Vector control shall meet standards found in the U.S. Department of Health and Human Services (DHHS) *Food Service Sanitation Manual*.



3. Employees assigned to duty at the Fulton County Jail shall submit to periodic health examinations at least as frequently and as stringently as required by law. Vendor also agrees to submit, upon request, to the County satisfactory evidence of compliance with all health regulations. It is mandatory that all vendor employees have valid health certificates and be approved by the Sheriff's Office, prior to being allowed to work within the facility.
4. Vendor shall secure and pay all federal / state and local licenses, permits and fees required for the operation of the food management services provided hereunder. A Copy of the food service license/permit must be submitted with the proposal. The vendor shall also be responsible for paying any sales, use and/or personal property taxes on the vendor's equipment, which are imposed upon the operation.
5. The vendor shall return to the County at the expiration of this contract, the food service premises and equipment, in good condition, except for that which may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County upon discovery. A quarterly inventory shall be submitted to the County for all items covered by this paragraph. **The bidder shall pay for all needed repairs to equipment.** The County at no charge to the vendor will replace equipment, which in the opinion of the County has exceeded its useful life. The decision as to the suitability of the replacement shall be as determined by the County after consultation with the vendor. If vendor abuses the equipment, said equipment will have to be repaired and/or replaced by the vendor.
6. The vendor agrees to make the fullest use of the USDA donated commodities when they are made available, and are wholesome and appropriate for menu purposes. The vendor shall not accept any such commodities which are contaminated or in excessive amounts. The utilization and/or control of USDA donated commodities are subject to the following requirements.
  - a. The vendor will properly handle, store and prepare all commodities in accordance with U.S.D.A. regulations
  - b. A weekly inventory shall be taken of all commodities. The reports shall include for each USDA donated commodity,

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the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week. **The inventory reports will be maintained and stored by the vendor for the duration of the contract, after which time all records and reports will be turned over to the County.**

- c. All donated commodities used will be credited, at fair market value, to the County. The vendor will not add charges of any kind for the handling, storage and using commodities.
7. The successful vendor shall provide the Sheriff's Office a monthly list of all vacant positions for the kitchen, to be comparable to the staffing level indicated in the RFP. All positions vacant for more than 15 days, the vendor will credit the County for these vacant positions at each position's rate of pay.
8. The vendor shall keep full and accurate records of sales and meal count records in connection with the food management services. A copy of said record shall be supplied to the Sheriff or designee on a weekly basis on the first working day of the subsequent week. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
- a. Facility inspections shall be made by the contract administrator, appointed by the County, when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Sheriff or his designee.
  - b. Inspections of kitchen facilities by County and state health agencies must achieve satisfactory ratings.
9. Vendor shall be responsible for equipment repair and maintenance of County's kitchen equipment, food service equipment, and vendor's own equipment, at the vendor's expense. However, if damage to county owned food service equipment is determined by the Sheriff's Department or General Services Department to have been caused by a negligent act or acts of the food service provider, the food service provider will be responsible for all cost associated with repair or replacement of said equipment. Vendor shall bear all costs of goods and supplies necessary to provide complete food

management services; during the period repairs are being made to kitchen equipment. These costs specifically include Styrofoam trays and ice, in the event of dishwasher or ice machine repairs.

10. The vendor will be responsible for providing a van or truck for the vendor's use. This vehicle must be provided exclusively for use at the Fulton County Jail for events at the downtown office.
11. The vendor shall have the ability to carry an accounts receivable balance for a minimum of 60 days. A copy of the vendor's most recent audited financial report is to be included in the RFP proposal.
12. Vendor will be responsible for removal, at their expense, all waste products, deep fryer grease, etc. All short time storage must be within containers that meet health codes and accreditation standards for the American Corrections Association and the National Commission on Correctional Health Care.
13. Vendor will be responsible for emptying, at their expense, the grease trap at least bi-monthly and/or as needed if sooner. Any and all routine cleaning and maintenance will also be the vendor's responsibility. For normal operations, the facility maintenance contractor will be responsible for emptying the grease traps. However, if the Sheriff's Department or General Services Department determines that inappropriate agents or excess grease has been placed in the drainage system leading to excess material or grease in the grease trap, then the food service provider will be responsible for removing said material or grease from the grease trap.
14. Any and all bills, invoices and general business matters should be mailed to the vendor's corporate address and not to the County Jail or other County addresses.
15. The Fulton County Sheriff's Office has an existing Culinary Arts Program for inmate training. The bidder should be prepared to continue the program, using an American Culinary Institute approved training curriculum. Approximately fifty (50) inmate students will be assigned to the program annually. The successful bidder should be prepared to assign instructors from existing staff for instruction.

16. If an equipment is down for maintenance, repair or any other reason, the food service provider is responsible for continuing to provide the same service at their expense.

### C. STAFF REQUIREMENTS

1. All employees of the vendor, who will work in the Jail Facility, must have a background clearance by the Sheriff's Office prior to beginning work in the facility. All employees must comply with the Sheriff's policies, and procedures, relating to facility operations and security. Vendor staff will be provided a copy of the Sheriffs policies and procedures relating to facility operations and security and be required to sign a statement that they have been provided this information.
2. The on-site Food Service Director shall have a minimum of five (5) years experience in jail food service operations of similar size and nature, as described in B.7 above. The Food Service Director will work on-site a minimum of forty (40) hours per week. The Food Service Director will not function as a relief shift supervisor, or cook in this facility. The Food Service Director will have experience in a facility with a minimum of twenty (20) full time staff, and housing a minimum of fifteen hundred (1,500) inmates. The vendor shall submit a resume of the proposed Food Service Director as part of its proposal. The Food Service Director proposed by the vendor shall be assigned to the Fulton County Jail for at least one (1) year from contract date, unless an alternate experienced manager acceptable to the Sheriff or designee is approved. A resume of the Food Service Director and two (2) assistants shall be provided to the Sheriff or his designee. **Each resume requested and supplied must be clearly identified with the position for which it is submitted. Failure to provide the information requested in the manner prescribed will result in rejection of bid.**
3. The vendor shall assign a minimum of two (2) Food Service Managers and one (1) Food Service Director to oversee and supervise all aspects of the food service operation for each shift. Each shift shall have a minimum of one (1) Assistant Food Service Director or one (1) Food Service Manager onsite. Actual staffing shall be in compliance with the staffing level proposed by the successful vendor. Supervision shall be by a Food Service Manager from the opening to the closing of service. The Food Service Managers will work on-site for a minimum of forty (40) hours per week. One day per week shall be either Saturday or

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Sunday. The Food Service Managers will have experience in food production and human resource issues in a jail facility housing a minimum of 1000 inmates. The Food Service Managers will oversee compliance with special diets, and handling the responses to inmate grievances. The vendor will submit a resume for the proposed Food Service Managers as part of this proposal.

4. The vendor shall provide, as a normal staff requirement, one (1) full time registered dietician for consultation on an as required basis. The dietician will be responsible for ensuring that menus meet all necessary recommended allowances and are in compliance with the standards established by the American Correctional Association (ACA). The dietician will also work closely with the medical department to ensure the proper diets for those inmates on medical diets. The vendor will submit a resume of the proposed registered dietician as part of its proposal. Each resume must be clearly identified with the position for which it is submitted.
5. The vendor shall supply, with the proposal, a staffing chart with the positions clearly labeled and the corresponding salaries, labor rates and the hours/shifts assigned including a brief rationale. This plan will specially identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. The staffing proposal will become part of the final contract and the vendor will be required to maintain that level of staffing. Any position that remains vacant for longer than fifteen (15) days, the vendor will provide on the monthly invoice credit to the County for that position on a daily basis.
6. The vendor shall supply with the proposal proof that the management who will be assigned to work on this contract have been trained in working with inmate labor.
7. The vendor shall supply with the proposal document of the benefits program for management and hourly employees paid for by the vendor.

#### **D. OPERATIONAL REQUIREMENTS**

1. A copy of the American Correctional Association (ACA) standards, the American Public Health Association (APHA) standards and the U.S. Department of Health and Human Services (DHHS) Food Service Sanitation Manual will be kept onsite and the vendor should have all staff familiarized with the requirements and

implementation. All proposals must address the following in as much detail as possible:

- a. Procedures for interaction with the meal delivery staff.
  - b. Procedures for receiving and reporting accurate meal counts that are consistent with Jail Staff accounting and meal count verification procedures.
  - c. Quality and inventory control methods and standards.
  - d. Procedures for providing safe, sanitary and secure food service management.
  - e. Specifications that will be adhered to for all food products.
  - f. The grade and quality of food products, which will be used in the food service operation.
  - g. Operational procedures (emergency alternatives) for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
  - h. Vendor is to maintain control and a log-in system of all utensils i.e. (knives, forks spoons, etc.). This system must comply with American Correctional Association (ACA) guidelines, recommendations and jail standards.
  - l. Procedures for the interface with maintenance staff and the repair of kitchen appliances and equipment.
2. Vendor will provide a general history, description and status of the company, including the most recent financial statements for the past three years.
  3. Vendor will provide on-going, in-service training for its food service employees and inmates workers assigned to the kitchen. Training Reports, and related documentation, will be forwarded to the Sheriff at the end of each Quarter. The vendor will also be required to maintain these records according to ACA requirements and they must be available for inspection upon request.
  4. The Staff Dining Room shall be open during the following hours:
    - a. **1:00 A.M. – 3:00 A.M., Breakfast**

- b. 11:30 A.M. - 2:00 P.M., Lunch**
- c. 6:00 P.M. - 8:30 P.M. Dinner**

Times may vary slightly during contract period in accordance with requirements. The vendor will furnish staff to clean, maintain and operate the dining room.

- 5. Procedures for dealing with inmate requests, grievances and complaints, as well as staff complaints.
- 6. Any additional equipment necessary for efficient food service operation.
- 7. Vendor shall submit an invoice to the County each Monday. Invoices shall be mailed/delivered to:

**George D. Herron  
Jail Administration  
Fulton County Jail  
901 Rice Street  
Atlanta, GA 30318**

The invoice must provide the number of meals served, broken out for each meal, by each day of the invoice week, in the following categories:

<b>Breakfast Meals</b>	<b>(per floor and per zone)</b>
<b>Lunch Meals</b>	<b>(per floor and per zone)</b>
<b>Dinner Meals</b>	<b>(per floor and per zone)</b>

- a. Hot On Site
- b. Cold (transit, late dinner & court appearance “box lunches”)
- c. Total Inmate Meals/Day
- d. Trustee Additional Meals/Day
- e. Total Staff Meals/Day
- f. Visitor Meals/Day, Tickets required
- g. Inmate Medical Meals (and required snacks as prescribed)
- h. Religious Special Meals (when directed by Jail Admin.)
- i. Special Event Meals
- j. USDA Commodities/Credit

Invoices must also include a listing of all contract required positions, and the names of the vendor's employees filling those positions. This listing shall specifically highlight any vacant positions. All invoices submitted shall be signed by the vendor's Food Service Director, as being correct and complete.

8. Together with each weekly invoice submitted, the vendor shall provide a graphic presentation of all information specified in item 7 above, beginning with the contract start date. Charts and graphs so submitted shall attempt to provide useful management information and trends concerning the Jail's food service operation. The Sheriff's decision will be final as to the adequacy and sufficiency of information and charts so presented.
9. The vendor will, at their own expense, pay for repairs or replacement costs of equipment if it is determined, by the County, that damages were due to abuse and/or negligence on the vendor's part.

#### **E. COUNTY REQUIREMENTS**

1. The Sheriff's Office and/or the County shall be responsible for providing the following:
  - a. The accurate and timely count of the number of meals to be served to the inmates. This information shall be provided within two (2) hours of the meal to be served.
  - b. Adequate ingress and egress to all production areas.
  - c. Adequate heat, lights, ventilation and all other utilities. The County shall provide local business telephone service to the vendor at no charge. Other requirements must be provided by the Vendor, at the cost and location designated by the County.
  - d. The removal of trash and garbage from the trash bin located in the designated area.
  - e. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces. Vendor will, at their own expense, pay for repairs or replacement costs of items,



if it is determined by the County that damages were due to abuse and/or negligence on the vendors' part.

- f. Adequate preparation, storage and holding equipment including maintenance for same, however, some storage may be off-site.
- g. Security, control and limitation of inmate movement from, to and in the food service area, including physical security of employees, suppliers and authorized visitors.

#### **F. ADDITIONAL MENU REQUIREMENTS**

1. In addition to the standards cited, the following requirements should be met:
  - a. All beef products will be equivalent in quality to USDA Institutional Meat Purchase Specifications.
  - b. All chicken and turkey products will be USDA Grade A quality.
  - c. Ground beef must meet U.S.D.A. standards.
  - d. Bacon shall be made from a meat source other than pork.
  - e. All meat portion sizes are cooked weight, volume or count.
  - f. All fruit and vegetable portion sizes will be drained weight.
  - g. Vegetable or peanut oil only is to be used as cooking oil.
  - h. All milk served will be a minimum of 2% and packaged in 1/2-pint cartons. Expired date milk **WILL NOT** be served.
  - i. Sandwiches, served other than in a hot dog or hamburger bun, will be prepared with two (2) each slices of white and/or wheat sandwich bread.
  - j. All condiments must be in pre-packaged individual serving packets.
  - k. All ice cream served must be in individual serving packages.
  - l. All menus should have a minimum serving of fresh fruit and 100% juice three (3) times per week. All fresh fruits will be served sliced in thirds or quarters so to discourage inmate hoarding.
  - m. All menu items will be prepared according to the specifications of the Armed Forces Recipes.
  - n. Menus must provide a minimum of two thousand seven hundred (2,700) calories daily per inmate. Meals must meet heart healthy low fat guidelines of 30% fat and 20 grams fiber.

- o. Monthly menus shall be submitted to the Sheriff or designee for approval a minimum of two (2) weeks prior to serving date. Substitutions must also receive prior approval before serving. Vendor should list the substitute items that would be provided in the event the stated menu item cannot be provided.
- p. Portion abbreviations/designations used in the menu are as follows:
  - 1. ounce = oz
  - 2. each = ea
  - 3. slice = sl
  - 4. cup = c
  - 5. teaspoon = tsp

### 3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the firm's ability to provide Jail Food Management Services as described in this RFP.

The Technical Proposal shall be arranged and include content as described below:

#### ***Section 1 - Executive Summary***

The executive summary shall include a statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns. At minimum, the Executive Summary should also include the following information: (Note to exceed 3 pages)

- Name and location of prime Proposal's firm.
- Description of legal structure of Team (corporation, LLC, joint venture, sub-consultant's, etc.)

The Proposer team's ability and commitment to provide all the necessary resources to successfully complete the project.

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***Section 2 – Project Approach and Plans***

The Proposer must provide a clear and detailed description of the proposed approach to accomplish the County's objectives. The County will consider the comprehensiveness of the approach, understanding of the project, strategy and methodology to be used.

The Proposer shall also prepare detailed plans that outlines the methods and means to be used to implement the scope of services as outlined in Section 3.3. The plan must define the necessary processes and procedures, which if fully implemented, would accomplish the County's objective. The plans provided shall include the following:

- 1) Contingency Plans
- 2) Sanitation Plans
- 3) Quality Control Plan
- 4) Food Service Operation Plan
- 5) Transition Plan
- 6) Proposed Staffing Plan and Schedule

***Section 3 – Qualifications and Experience***

Provide information which documents your firm's and subcontractor's qualifications to produce the required outcomes, including its ability, capacity and skill in providing the required services. The Proposer must provide at least three (3) projects which indicate relevant experience in the provision of food management services in a setting of similar size and scope.

Provide the following information for each project:

- Name and location of project
- Description of Food Management Services provided
- Total number of meals served per day
- Duration of the Contract
- Value of the Contract on a yearly basis
- Performance evaluations on current and past projects.
- Names, titles, telephone, fax and e-mail addresses of key contact persons

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**Section 4 – Staff Experience and Qualifications**

Provide names and detailed qualifications of the key staff to include evidence of food service experience:

- Resume of the Director of Food Service
- Resume of the full time Dietician
- Experience and Qualifications of the food service managers and other key staff
- Proved copies of professional certifications to include but not limited to:
  1. Certified Correctional Food Service Professional
  2. Certified Correctional Food Systems Management

**Section 5 – Operating Standards and Guidelines for Food Management Service**

Reference and acknowledge your commitment to comply with federal, state, local laws and industry standard guidelines to include but not limited to:

- American Correctional Association's guidelines (Exhibit A)
- U.S. Department of Health and Human Services (USDHHS) Food Service Sanitation Manual (Exhibit B)

**Section 6 – Proposer Financial Information**

Offerors will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Offeror's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Offeror's financial strength as well as a review of the sources and uses of funds. The vendor shall have the ability to carry an accounts receivable balance for a minimum of 60 days.

**Financial Statement/Capability**

In order for the County to evaluate, verify and understand the Offeror's financial capability, the following documentation is requested for the Offeror:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Offeror's most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Offeror (s).
- (5) State whether the Offeror or any member of the Offeror's team has ever filed a petition for bankruptcy, taken any actions with respect to

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insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

### **Section 7 - Availability of Key Personnel**

- 1) Percentage of time key personnel will spend on this project
- 2) Current workload of key personnel

### **Section 8 - Confidential and Proprietary Information**

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt, if any, from public disclosure.

### **Section 9- Location of Firm**

Please provide the business location (the term business location means a physical structure, office of suite but does not include a post-office box or a temporary job or project site location) of the Proposer or Bidder. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or partnership agreement including the business address of all members.

## **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Price Proposal shall be provided in a **separate sealed envelope** in accordance with Section 3 of the RFP. The Price Proposal shall include current information and shall be arranged and include content as described below:

### **Section 1 - Introduction**

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

### **Section 2 - Completed Price Proposal Forms**

The Proposer is required to complete **all** of the Price Proposal Forms included in this section. Prices quoted shall be based on the per meal and total number of meals served. **Inmate population has averaged approximately 3,400.** All vendors should use the following data for proposal estimates.

**Disclaimer: The following is for estimating purposes and it is incumbent upon the bidder to factor in all other costs whether mentioned below or**

**not. Fulton County does not represent that the factors below are all inclusive.**

Historical data and projections of estimated requirements:

Breakfast Meals	3400
Lunch Meals	
a. Cold on site	3200
b. Cold (transit & court appearance "box" lunches)	200
Dinner Meals	<u>3400</u>
Approximate Total Inmate Meals/Day	10,200
Trustee Additional Meals/Day	175
Approximate Total Staff and Visitor Meals/Day	<u>400</u>

**Approximate Total Meals Per Day 10,775**

***Special Considerations:***

Inmate Medical Meals and required snacks as prescribed, (approximately 50 inmates per day)

Religious Special Meals (rarely required)

Holiday Meals

Staff Meals

Coffee

Special Event Meals

Proposers should also factor into their cost, all General and Administrative (G&A) costs, and all other costs associated with the execution of this contract. No other separately billed costs, expenses and/or charges will be permitted.

### **3.6 BASIS OF AWARD**

The award of this contract will be made by the Board of Commissioners of Fulton County to the responsible Offeror whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Sheriff, to be in the best interest of the Fulton County. Consideration is made for price, experience, expertise, location, references, and other evaluation factors set forth in the Request for Proposal. A Selection Committee shall rank the proposals and make recommendation to the Board of Commissioners for award of the contract. Determinations shall be based on the following criteria and relevant weights of importance:

**3.7****Cost Proposal**

As the number of meals per day will vary by inmate population and staffing level, following is an opportunity to price different meal levels at the Fulton County Jail. The Recommendation to the Board of Commissioner's for vendor selection will be based primarily upon (3) and (4) below:

<b>Number (range) of meals per day</b>	<b>Price Per Meal \$</b>
Less than 8,001	(1)
8,001 to 10,000	(2)
10,001 to 12,000	(3)
12,001 to 14,000	(4)
Greater than 14,000	(5)

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## **SECTION 4 EVALUATION CRITERIA**

### **4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

#### **A. TECHNICAL**

<b>Consideration</b>	<b>Weight</b>
Project Approach & Plans	25%
Staff Experience & Qualifications	10%
Compliance to Operating Standards and Guidelines for Food Service Management	10%
Experience and Past Performance of the Firm	10%
Local Preference	10%
Financial Responsibility	5%
Availability of Key Personnel	5%
<b>TOTAL POINTS</b>	<b>75%</b>

#### **B. COST**

<b>Consideration</b>	<b>Weight</b>
Fee Proposal	25%
<b>TOTAL POINTS</b>	<b>25%</b>



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## SECTION 5 PROPOSAL FORMS

### 5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

#### **Procurement Affidavits**

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire

## **5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION**

The following paragraphs present an overview of each Procurement Affidavit Form required.

### **5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **5.2.2 Non-Collusion Affidavit**

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

### **5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### **5.2.4 Disclosure Form and Questionnaire**

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**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following SECTION 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this SECTION, the term entity means any business entity, individual, firm, contractor, subcontractor or

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business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this SECTION if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of RFP's and bids;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

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**STATE OF GEORGIA****COUNTY OF FULTON****NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**STATE OF GEORGIA****COUNTY OF FULTON****NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

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**CONTRACTOR OR PROPOSER'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this form, the subject project \_\_\_\_\_.

For the purposes of this form, the term "affiliate" of any Contractor or Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor or Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor or Proposer, including their ownership interests and their anticipated role in the management and operations of said Contractor or Proposer.

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

**(5) Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.**

- (6) 1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Contractor or Proposer. If any answer is yes, explain fully the following:**

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor or Proposer, or a receiver

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fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;

- (b) whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- (c) WHETHER SAID CONTRACTOR'S OR PROPOSER'S BUSINESS WAS THE SUBJECT OF ANY CIVIL OR CRIMINAL PROCEEDING IN WHICH THERE WAS A FINAL ADJUDICATION ADVERSE TO SAID CONTRACTOR OR PROPOSER, WHICH DIRECTLY AROSE FROM ACTIVITIES CONDUCTED BY THE BUSINESS UNIT OR CORPORATE DIVISION OF SAID CONTRACTOR OR PROPOSER WHICH SUBMITTED A BID OR PROPOSAL FOR THE SUBJECT PROJECT. IF SO PLEASE EXPLAIN.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One:            YES                      NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government, or

Circle One:            YES                      NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten

Circle One:            YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE:** If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's or Proposer's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for

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**purposes of clarity, Contractor or Proposer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

**Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractor or Proposers, joint venture partners and first-tier subContractor or Proposers.**

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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## SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

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payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

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**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_



## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

---

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE:** \_\_\_\_\_ %

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **\*\*If yes, please attach copy of recent certification.**

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **\*\*If yes, please attach copy of recent certification.**

<b>Total Dollar Value of Subcontractor Agreements: (\$)</b>
---

<b>Total Percentage Value: (%)</b>
------------------------------------

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Firm or Corporate Name:**\_\_\_\_\_

**Address:**\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:**\_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

---

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT****ITB/RFP No.** \_\_\_\_\_**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:****1) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**2) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**3) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_**PRINCIPAL OFFICE:** \_\_\_\_\_**OFFICE PHONE:** \_\_\_\_\_

---

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_



14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

### EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

#### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_

(Signature)

(Printed Name)

Nortary: \_\_\_\_\_

Date: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

**SECTION 7****Insurance and Risk Management Provisions**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$1,000,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$1,000,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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**5. UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
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**6. PROFESSIONAL LIABILITY**

Each Occurrence	-	\$1,000,000
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(Required if respondent providing quotation for professional services).

**7. FIDELITY BOND**

(Employee Dishonesty)

Each Occurrence

-

\$ 100,000

8. **BUILDERS RISK** Contractor will provide 'All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sublimits:**

Property in Transit

\$1,000,000

Property in Offsite Storage

\$1,000,000

Plans & Blueprints

\$25,000

Debris Removal

25% of Insured Physical Loss

Delay in Completion / Soft Cost

**Deductibles:**

Flood and Earthquake

\$25,000

Water Damage other than Flood

\$100,000

All other Perils

\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:\_\_\_\_\_ SIGNATURE:\_\_\_\_\_

NAME:\_\_\_\_\_ TITLE:\_\_\_\_\_ DATE:\_\_\_\_\_

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## SECTION 8 BOND REQUIREMENTS

### PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

**Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.**

### PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.



The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

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## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such

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modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

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**SECTION 9 SAMPLE CONTRACT**

**THIS Contract**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**W I T N E S S E T H :**

**WHEREAS**, the County, through its Sheriff's Department has identified the need for Jail Food Management Services;

**WHEREAS**, the County by and through its Sheriff's Department has determined that this need can best be met by retaining the services of a Jail Food Service Provider;

**WHEREAS**, the County requested a formal bid for Jail Food Management Services Services;

**WHEREAS**, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in paragraph III of the Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE 1 - ASSIGNMENT OF CONTRACT**

**Paragraph 1.0** This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors,

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administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

## **ARTICLE II - TERM**

**Paragraph 2.0** The term of this Contract shall commence on date of award and continue for twelve (12) consecutive months without further obligation of the County. However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renewed for twelve (12) additional consecutive months.

## **ARTICLE III - SCOPE OF WORK**

**Paragraph 3.0** The County retains Contractor and Contractor accepts retention by the County to render **Jail Food Management Services**, as specified by Fulton County Invitation to Bid (ITB) #\_\_\_\_\_, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB



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#\_\_\_\_\_ is hereby attached and incorporated herein as Attachment A. Contractors bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **Food Management Services** in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

**Paragraph 3.1** Contractor shall commence providing **Jail Food Management Services** as stated in the Invitation to Bid (ITB #\_\_\_\_\_) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Invitation to Bid and the Contractors own bid, the description in the Invitation to Bid takes precedence. In the event that specifications in either the Invitation to Bid or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

**Paragraph 3.2** Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in

advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

**Paragraph 3.3** The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service, shall not relieve Contractor of the obligation to perform.

#### **ARTICLE IV - AUDIT**

**Paragraph 4.0** The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

**Paragraph 4.1** The County's authorized representative shall have the right to supervise the **Food Management Services** performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective appointed supervisor(s) will be the County's authorized representative.

**Paragraph 4.2** Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

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**ARTICLE V - COMPENSATION FOR SCOPE OF WORK**

**Paragraph 5.0** The services described under "Scope of Work" herein shall be performed by Contractor on an as needed basis described in the bid documents (Attachment A and B) for twelve (12) consecutive months from date of award.

**Paragraph 5.1** Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

**Paragraph 5.2** Contractor shall submit monthly invoices for work performed during the previous calendar month to the Director of Sheriff's or his appointed representative. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

**Paragraph 5.3** Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

**ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

**Paragraph 6.0** **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the

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Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### **ARTICLE VII – TERMINATION FOR CAUSE**

**Paragraph 7.0** If through any cause, Contractor shall fail to perform the Sewer Root Control Services as specified in Contract, including the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

#### **ARTICLE VIII – TERMINATION FOR CONVENIENCE**

**Paragraph 8.0** In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

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**Paragraph 8.1** Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

#### **ARTICLE VIX - SUSPENSION OF WORK**

**Paragraph 9.0** **COUNTY** may order **CONTRACTOR** in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of **COUNTY**. The time for completion of the work shall be extended by the number of days the work is suspended. **COUNTY** shall not be responsible for any claims, damages or cost stemming from any delay of the project.

#### **ARTICLE X - INDEPENDENT CONTRACTOR**

**Paragraph 10.0** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

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**ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS**

**Paragraph 11.0** All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

**Paragraph 11.1** Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

**Paragraph 11.2** It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

**ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 12.0** This Contract and the incorporated documents constitute the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

**ARTICLE XIII - NON-DISCRIMINATION**

**Paragraph 13.0** Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

#### **ARTICLE XIV - SEVERABILITY OF TERMS**

**Paragraph 14.0** If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XV - CAPTIONS**

**Paragraph 15.0** The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

#### **ARTICLE XVI - NOTICES**

**Paragraph 16.0** Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

George Heron  
Contract Management Administrator  
Fulton County Sheriff's Department

With copies to the Director of Sheriff's and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contractor's Name  
Owner  
Contractor's Company Name

Contractor's  
Address



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**ARTICLE XVII - WAIVER OF BREACH**

**Paragraph 17.0** The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS**

**Paragraph 18.0** **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

**ARTICLE XIX - FORCE MAJEURE**

**Paragraph 19.0** Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

**ARTICLE XX - PERSONNEL AND EQUIPMENT**

**Paragraph 20.0 CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**ARTICLE XXI - GOVERNING LAW**

**Paragraph 21.0** This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

**In witness whereof**, the parties have executed this amendment.

**For Contractor's Company Name**

\_\_\_\_\_  
Contractor's Name  
Owner

(seal)

Approved as to Form:

Attest:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (seal)

Approved as to Content:

**For Fulton County**

\_\_\_\_\_  
Sheriff Myron E. Freeman  
Sheriff's Department

\_\_\_\_\_  
Karen Handel, Chair  
Board of Commissioners